
Appendix E-8
Napa Water Agreement (Expired)



COPY

CONTRACT FOR WATER SUPPLY BETWEEN
THE CITY OF NAPA AND AMERICAN
CANYON COUNTY WATER DISTRICT

THIS CONTRACT made this 17th day of July 1967, between the CITY OF NAPA, a municipal corporation, herein called "City" and AMERICAN CANYON COUNTY WATER DISTRICT, a County Water District, herein called "District":

WITNESSETH:

WHEREAS, the parties are mutually desirous of entering into a contract whereby the City will supply water to the District for use in the water systems owned by the District and to be constructed or acquired by the District in the future,

NOW, THEREFORE, it is agreed as follows:

I. Term of Contract: This Contract shall become effective upon its execution by both parties and shall terminate twenty (20) years thereafter unless renewed and extended as hereafter provided; provided, however, this Contract shall be terminated and of no further force and effect if the City acquires the Napa Junction Water System of California Pacific Utilities Company, pursuant to the terms and conditions of the Assignment and Assumption Agreement dated March 13, 1967 between the parties and said company.

II. Quantity:

(A) The City shall make available to the District whatever quantity of water the District needs for use in the District's service area as such service area is defined and limited in Paragraph 12 of the "Contract for Water Supply from North Bay Aqueduct Between Napa County Flood Control and Water Conservation District and American Canyon County Water District" dated November 15, 1966. Said Paragraph 12 read as follows:

"12. Area of use:

(a) The service area of American Canyon is that portion of Napa County shown on the map attached

hereto entitled "Service Area of American Canyon", and hereby incorporated herein.

(b) So far as it is reasonably able to do so American Canyon will supply water throughout its service area. If American Canyon is unable or unwilling to serve water on reasonable terms, conditions and rates to any part of its service area and another member unit is able and willing to serve project water thereto on reasonable terms, conditions and rates, then such part shall be withdrawn from American Canyon's service area. For the purpose of this subsection (b), a condition imposed by American Canyon that water service will not be furnished to land unless such land is annexed to American Canyon shall not, by itself be deemed to be an unreasonable condition. The foregoing shall not be construed as an endorsement by the Agency of such condition, but is regarded as a matter to be determined by American Canyon.

(c) The Agency will not supply project water to any entity other than American Canyon for use within any portion of American Canyon's service area.

(d) American Canyon will not, without the prior written consent of all other member units affected thereby, distribute water within any of the following areas outside American Canyon's service area:

(1) Any area within the service area of another member unit.

(2) Any area wherein another member unit acquires all the water distribution facilities of American Canyon.

Nothing in this contract, however, shall prevent American Canyon from distributing water within the service area of the Napa Junction water system which American Canyon is proposing to acquire from California-Pacific Utilities Company, from the time American Canyon acquires the system throughout the time it continues to own such system..

(e) As used in this Section 12 the words "water distribution facilities" include only the facilities used to serve the area in question and not through transmission lines or facilities used to serve other areas."

→ (B) The District shall notify the City on or before the 30th day of June each year of its monthly water requirements for the subsequent calendar year and within thirty (30) days after such notice, the City shall notify the District as to what portion of said monthly requirements will be met by North Bay Aqueduct water. Thereafter the District shall have the responsibility of notifying the Napa County Flood Control and Water Conservation District of its estimated needs for each month for the subsequent year.

→ (C) The District shall have the right on or before the 30th day of June of each year to notify the City that commencing with the 1st day of the calendar year following the year in which notice is given the District will take from the City a lesser amount than its estimated needs for the year in which the notice is given. Thereafter, for the balance of the term of contract or any extension thereof the maximum amount of water the City shall be required to make available to the District shall be said lesser amount.

III. Existing Water Supply Contracts: It is understood that the existing water supply contracts between the City and California

Pacific Utilities Company are to remain in effect until September 30, 1970 and that this Contract will supplement the existing contracts until September 30, 1970 and thereafter shall be the sole water supply contract between the parties unless hereafter modified by mutual agreement of the parties.

IV. Source of Water: During the periods of time when the City is operating its treatment works in Jamieson Canyon, Napa County, California, the source of water will be the North Bay Aqueduct and during the periods of time when the City is not operating its treatment works in Jamieson Canyon, the source will be any other source as determined by the City.

V. Point of Delivery: Water made available hereunder will be delivered by the City to the meter connecting the City water system to the District water system near the intersection of Napa-Vallejo Highway and Jamieson Canyon Road as specifically determined by the City's connection of its Jamieson Canyon transmission line and the existing California Pacific Utilities Company transmission line.

VI. Time and Rate of Delivery: The time of water delivery shall be upon written demand of the District after having given five (5) days written notice to the City. The rate of delivery shall be whatever is required to provide reasonably for the needs of the District's service area.

VII. Measurement of Water Delivered: The water delivered hereunder shall be measured by a meter at the point of delivery. The meter shall be installed by the City at the expense of the City. The meter shall be thereafter owned and maintained in good repair and replaced when necessary by the City. Each party shall have the right to test the meter at its own expense or the parties may agree to share the cost of testing in any manner.

VIII. Price and Payment:

(A) The price to be paid by the District to the City shall

be twenty-five cents (25¢) per one thousand (1,000) gallons of water delivered; provided, however, it is understood, that if the source of water is the North Bay Aqueduct, the District shall purchase the raw water from the Napa County Flood Control and Water Conservation District and the City shall treat it in its Jamleson Canyon treatment plant and thereafter deliver it to the delivery point; and further provided, however, that on and after September 30, 1970, the price shall be reviewed and adjusted as hereinafter provided.

(B) The City shall bill the District monthly for the previous month's water supplied and the District shall pay the bill within thirty (30) days thereafter. Delinquent bills shall bear interest at the rate of six per cent (6%) per annum.

(C) On September 30, 1970 and every five (5) years thereafter on September 30, the parties shall review the rate being charged for water hereunder. One-half of the rate for the water to be delivered shall remain constant at twelve and one-half cents (12½¢) per thousand (1,000) gallons for the term hereof plus any renewal or extension. The other one-half of the rate shall be increased or decreased proportionately to the increase or decrease in the annual average Consumer Price Index for San Francisco, California as established by the U.S. Department of Bureau of Labor Statistics. The base year index shall be 1967 and the year for determining increase or decrease shall be the year prior to review. The new rate so established shall be effective on January 1 of the year following the review.

(D) During the period when the City is operating its treatment plant, the quantities of raw water to be paid for by the District to the Napa County Flood Control and Water Conservation District shall be the amount of treated water delivered by the City to the delivery point and the quantities of raw water to be paid

for by the City to the Napa County Flood Control and Water Conservation District shall be the difference between the amount of North Bay Aqueduct raw water delivered through the Napa County Flood Control and Water Conservation District meter and the amount of treated water delivered by the City to the delivery point; the parties shall obtain the written consent of the Napa County Flood Control and Water Conservation District to this method of determining the quantities of raw water to be paid for by the City and the District. The City shall have the responsibility of notifying the State of California and the Napa County Flood Control and Water Conservation District on behalf of the City and the District as to the times when use of the Jamieson Canyon treatment plant will commence and cease operating or concerning changes in flow. The City shall also notify the District of such times and the parties shall jointly read meters. Two days notice shall be sufficient.

IX. Quality of Water: The quality of water shall meet the minimum standards of the State Department of Public Health or any other agency (other than the District itself) having jurisdiction over water quality of the District's water system.

X. Non-responsibility of the City:

(A) Neither the City nor any of its officers, agents or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available for delivery to the District under this contract caused by drought, or any other cause beyond the control of the City.

(B) Neither the City nor any of its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water after delivered hereunder, nor for any damage or claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or

death, arising out of or connected with the same.

XI. Responsibility of District: Subject to the provisions of this contract, the District shall be solely responsible for the control, carriage, handling, use, disposal and distribution of water supplied to the District hereunder after it has passed the delivery point.

XII. Right to Renew and Extend: At the end of the twenty (20) year term hereof the District shall have the right to renew and extend this contract for an additional ten (10) years upon the same terms and conditions herein provided, excepting that the District shall have no further right to renew and extend. In order to renew and extend the District shall give written notice to the City of its intention to renew and extend at least six (6) months before the end of the twenty (20) year term.

CITY OF NAPA

By

Ralph W. Hume
Mayor

ATTEST:

Allen R. Hume
City Clerk

Counter Signed

William C. Hume
City Auditor

APPROVED AS TO FORM:

[Signature]
City Attorney

AMERICAN CANYON COUNTY WATER
DISTRICT

By

John A. Cahill
President

ATTEST:

Clara L. Hume
Secretary

RESOLUTION NO. 4306

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AGREEMENT

BE IT RESOLVED by the City Council of the City of Napa,
State of California, that the Mayor and City Clerk be and they are
hereby authorized to execute that certain agreement between the
City of Napa, a municipal corporation, and AMERICAN CANYON COUNTY
WATER DISTRICT, a County Water District (City Sell Water, Treat Water
to District)
a copy of which agreement is attached hereto and made a part hereof.

I HEREBY CERTIFY that the foregoing resolution was duly
and regularly adopted by the City Council of the City of Napa at a
regular meeting of said City Council held on the 17th day of
July, 1967, by the following roll call vote:

AYES: Lorente, Leveque, Gill and Trower.
NOES: None.
ABSENT: Rota.

ATTEST: Allen R. House
CITY CLERK OF THE CITY OF NAPA

RESOLUTION NO. 106

RESOLUTION OF BOARD OF DIRECTORS OF
AMERICAN CANYON COUNTY WATER DISTRICT
AUTHORIZING THE EXECUTION OF A CONTRACT
FOR WATER SUPPLY BETWEEN THE CITY OF
NAPA AND AMERICAN CANYON COUNTY WATER
DISTRICT

BE IT RESOLVED by the Board of Directors of AMERICAN CANYON
COUNTY WATER DISTRICT that the President be and he is hereby
authorized and directed to execute and deliver a "Contract for
Water Supply Between City of Napa and American Canyon County Water
District", upon the terms and conditions set forth in the final
form of said contract approved by the Board of Directors, and said
contract to be attested by the Secretary.

PASSED AND ADOPTED at a regular meeting of the Board
of Directors held on the 18th day of July, 1967 by the
following vote:

AYES: Ellis, Cahill, Young, Torrey, Watrous
NOES: None
ABSENT: None

John A. Cahill
President of the Board
of Directors

ATTEST:

Madison L. Waxman (Secy)
Secretary

SECRETARY'S CERTIFICATE

I, AUDREY L. WAXMAN, Secretary of AMERICAN CANYON COUNTY WATER DISTRICT and of the Board of Directors thereof, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors duly and regularly and legally held at the regular meeting place thereof on the 18th day of July, 1967, of which meeting all of the members of said Board had due notice and at which a majority thereof was present; that at said meeting said resolution was introduced by Director Watras and read in full and was thereupon, upon motion of Director Watras, seconded by Director Forsy, adopted by the following vote:

AYES: Directors Ellis, Cahill, Young, Forsy, Watras
NOES: None
ABSENT: None

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office, and that said resolution is duly entered of record in said minutes, and said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand and seal of said District this 18th day of July, 1967.

Audrey L. Waxman
Secretary of the District

COPY

SEP. 21 1987

EXTENSION AGREEMENT

As authorized by City Council action of March 16, 1987, the City of Napa hereby agrees to a 10 year extension of Agreement No. 1576, to July 16, 1997, as provided in said contract; under the same terms and conditions as said Agreement. The American Canyon County Water District, hereby agrees to abide by all such terms and conditions throughout this extended term.

CITY OF NAPA, a
Municipal Corporation

BY: 

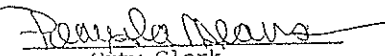
Mayor

AMERICAN CANYON
COUNTY WATER DISTRICT

BY: 

TITLE: President, Board of Directors

ATTEST:


City Clerk

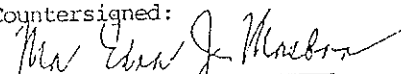
ATTEST: 

TITLE: Secretary, Board of Directors

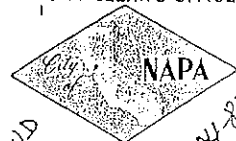
APPROVED AS TO FORM:


City Attorney

Countersigned:


City Auditor

CITY CLERK'S OFFICE



REC'D
ACCWD

P.O. BOX 660

NAPA, CALIFORNIA 94559

7/4/87

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NAPA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AGREEMENT

RESOLUTION APPROVING a 10 year extension of Contract #1576,
a water supply contract with American Canyon County Water District.

WHEREAS, on July 17, 1967, the City of Napa entered into a
water supply contract with the American Canyon County Water District,
ACCWD.

AND WHEREAS, the term of the original contract was 20 years,
as provided in Paragraph I of said Contract.

AND WHEREAS, a right to renew and extend for 10 additional
years was included in the contract in Paragraph XII.

AND WHEREAS, ACCWD has given notice of its desire to renew
and extend in a timely manner.

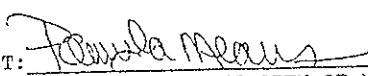
NOW, THEREFORE BE IT RESOLVED, by the City Council of the
City of Napa, that it acknowledges its obligation under the terms and
conditions of the contract, and recognizes that the water supply
contract between the City and the American Canyon County Water
District is extended in term to July 16, 1997.

I HEREBY CERTIFY that the foregoing resolution was duly and
regularly adopted by the City Council of the City of Napa at a regular
meeting of said City Council held on the 16th day of March, 1987, by
the following roll call vote:

AYES: Wagenknecht, Shenk, Corsello and Huber

NOES: None

ABSENT: Pelusi

ATTEST: 
CITY CLERK OF THE CITY OF NAPA

EXTENSION AGREEMENT

As authorized by City Council action of March 16, 1987, the City of Napa hereby agrees to a 10 year extension of Agreement No. 1576, to July 16, 1997, as provided in said contract; under the same terms and conditions as said Agreement. The American Canyon County Water District, hereby agrees to abide by all such terms and conditions throughout this extended term.

CITY OF NAPA, a
Municipal Corporation

BY: 

Mayor

AMERICAN CANYON
COUNTY WATER DISTRICT

BY: 

TITLE: President, Board of Directors

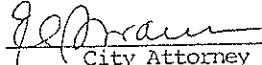
ATTEST:


City Clerk

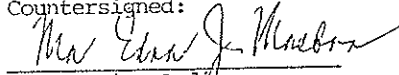
ATTEST: 

TITLE: Secretary, Board of Directors

APPROVED AS TO FORM:


City Attorney

Countersigned:


City Auditor